

REMARKS

Claims 36, 37, 39 and 41 are amended to better point out and distinctly claim the subject matter of the present invention.

Claim 42 is amended to claim the subject matter described at page 16, lines 10-16 and in paragraph (c) of original Claim 1 in combination with the subject matter of currently amended Claim 36.

The “computer readable storage medium(media)” claims (44-47 and 49-51), which were previously presented as ultimately dependent upon method claim 36, are canceled and replaced by new Claims 57-67.

The Summary of the Invention portion of the Specification is amended to be consistent with currently amended independent Claim 36 and new independent Claim 54.

Pages 41 and 42 of the Specification and FIGS. 56-60 of the Drawing are amended to better point out that it is the assigned contingent contractual rights that are marketed, not the ideas, as pointed out in FIG. 55 and at page 41, lines 3-22.

Claim Objections

The objection to Claims 44-47 and 49-51 under 37 CFR 1.75(c) as being of improper dependent form is met by the cancellation of said claims and the presentation of independent Claims 57 and 63 to computer readable storage medium(media) and dependent Claims 58-62 and 64-67 to computer readable storage medium(media), which respectively depend from either Claim 57 or Claim 63.

Claim Rejections - 35 USC § 112

The rejection of Claims 36-39 and 41-47 and 49-51 under 35 USC 112, second paragraph, is respectfully traversed for the following reasons.

The meaning of the recitation “providing the contingent contractual rights in an online marketable format” is provided by the Specification at page 41, line 3 to page 43, line 5 and in FIGS. 55-60.

The meaning of the recitation “electronically tradable certificate” is provided by the Specification at page 14, lines 11-16.

A description of how the contingent contractual rights are marketed is provided by the Specification at page 41, line 3 to page 43, line 5 and in FIGS. 55-60.

In the embodiment described at page 41, line 3 to page 43, line 5, the contingent contractual rights are embodied as idea shares for marketing, as described in FIG. 55.

The Examiner is respectfully requested to either explain why in view of the cited portions of the Specification and Drawing the respective meanings of said recitations are not clear and why it is not clear how the rights are marketed, or to withdraw this ground of rejection. It is noted that the Examiner was able to apply the objected-to recited subject matter to the prior art.

Claim Rejections - 35 USC § 102

The rejection of Claims 36-39, 41-47 and 49-51 under 35 USC 102(e) as being anticipated by *Powell* is respectfully traversed because *Powell* does not describe the marketing of contractual rights under assigned contingent contractual rights to a portion of income from property rights under patent rights, wherein said contingent contractual rights are assigned to contributors of ideas that are accumulated in a computer database, or parties specified by said contributors, in exchange for transfer of said property rights under patent rights to prospectively patentable inventions derived at least in part from the accumulated ideas, or in exchange for contractual obligations to transfer said property rights.

Although *Powell* describes marketing intellectual property rights from which income, such as a royalty, is derived, *Powell* neither describes nor suggest marketing any assigned contingent contractual rights to such income.

The intellectual property rights that are marketed by *Powell* are rights that are distinct from any assigned contingent contractual rights to the income from the intellectual property rights. Claim 36 recites that the contractual rights are assigned in exchange for transfers or obligations to transfer the property rights.

The Examiner's reasoning in the last sentence of the paragraph that begins "First, the applicant states..." on page 9 of the Office Action is not understood. If the Examiner believes that such reasoning is applicable to the present claims, she is respectfully requested to explain such reasoning.

Even though the royalty payment described by *Powell* is income that is derived from an agreement that transfers intellectual property rights, it is the intellectual property rights, not any assigned contractual rights to the income from the property rights, that is marketed by *Powell*.

Powell does not describe marketing of assigned contractual rights to any portion of the income that the licensor or seller of the intellectual property rights receives from said license or sale.

Claim 37 and the claims that ultimately depend from Claim 37 are also patentable over *Powell* at least because *Powell* does not suggest any motivation for marketing assigned contingent contractual rights to a portion of income from property rights under patent rights in an on-line marketable format.

Claim 38 is also patentable over *Powell* at least because *Powell* does not suggest any motivation for providing assigned contingent contractual rights to a portion of income from property rights under patent rights in the format of an electronically tradable certificate.

Claim 39 is also patentable over *Powell* at least because *Powell* does not suggest any motivation for causing on-line transfer, sale, and/or auction of assigned contingent contractual rights to a portion of income from property rights under patent rights.

Claim 41 is also patentable over *Powell* at least because *Powell* does not suggest any motivation for assigning contingent contractual rights to a portion of income from property rights under patent rights by on-line communications between contributor computers and a computer system that facilitates use of the contributor computers to make on-line contributions of invention ideas to a computer database.

Claim 42 is also patentable over *Powell* at least because *Powell* does not suggest any motivation for publishing accumulated ideas that particular inventions are derived from prior to filing any patent applications for any particular inventions.

Regarding new dependent Claims 53, 56, 59 and 65, *Powell* does not describe marketing of assigned contingent contractual rights to a portion of income from property rights under patent rights as being on behalf of the assignee of any such contingent contractual rights.

The marketing of contingent contractual rights on behalf of the assignees of the assigned contingent contractual rights is described in the present application at page 41, line 3 to page 43, line 5 of the Specification and in FIGS. 55-60 of the Drawing.

Powell does not describe marketing assigned contingent contractual rights to a portion of income from intellectual property rights on behalf any assignees of any such assigned contingent contractual rights.

Conclusion

Reconsideration and allowance of the claims are respectfully requested.

Respectfully submitted,

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Edward W. Callan
Attorney Registration No. 24,720
Attorney for Applicants

Customer No. 22653
Telephone: 858-259-5533

Attachments: Five Replacement Sheets of drawings
Five sheets of Annotated Marked-up Drawings

AMENDMENTS TO THE DRAWING

Please amend FIGS. 56, 57, 58, 59 and 60 as shown on the five attached Replacement Sheets for these five figures

The changes made to FIGS. 56, 57, 58, 59 and 60 are shown in the five attached sheets of Annotated Marked-up Drawings for these five figures.

FIG 56



→ Share
 Idea Owner Marketing Options Configuration Screen
 → Idea Share to
 The following Idea:

<idea>

may be configured for marketing with the following options:

☒ Do not offer this idea → share for sale to interested parties.

☐ Accept bids from interested parties without obligation to sell.

☐ List this Idea → share for automatic sale to anyone at a fixed price of \$

☐ Auction this Idea → share to the highest bidder. Start bidding at \$

Receive bids until the following date of .

☐ Transfer this Idea immediately to the following Idea Space member

Submit

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FIG 57

→ Share
Idea/Prospector Information Screen
→ Idea Share to
The following Idea:

<idea>

whose contingent contractual rights are owned by:

George Gearless

is listed as:

Not For Sale

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FIG 58

→ Share
Idea, Prospector Information Screen
→ Idea Share to
The following Idea:

<idea>

whose contingent contractual rights are owned by:

George Metri Euclid

is listed as:

Accepting bids from interested parties.

My bid is

Submit

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Bidding History:

01/02/02 Tom Edison bids \$5500.00

01/02/02 Albert Newton bids \$4000.00

11/01/02 George Gearless bids \$3000.00

FIG 59

Idea } *Share*
Prospector Information Screen
The } *Idea Share to*
following Idea:

<idea>

whose contingent contractual rights are owned by:

George Gearless

is listed as:

For Sale to anyone at a fixed price of \$5000.00.

[Purchase This Idea](#)

[Back](#)

FIG 60

→ Share
 Idea Prospecter Information Screen
 → Idea Share to
 The following Idea:

<idea>

whose contingent contractual rights are owned by:

Inspector Hawkins

is listed as:

Available to the highest bidder.

Bidding closes on the date of 02/02/02

Current minimum bid is \$3500.01

My bid is

Bidding History:

01/02/01 George Gearless bids \$3500.00

01/02/01 Tom Edison bids \$3300.00

01/01/02 George Gearless bids \$2500.00

01/01/02 Bidding Starts at \$2499.99